

Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF NEW JERSEY

Case number (if known) Chapter 11

☐ Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name	DAVID'S BRIDAL, LLC	
2. All other names debtor used in the last 8 years Include any assumed names, trade names and doing business as names	FKA David's Bridal, Inc.	
3. Debtor's federal Employer Identification Number (EIN)	65-0214563	
4. Debtor's address	Principal place of business 1001 Washington Street Conshohocken, PA 19428 Number, Street, City, State & ZIP Code Montgomery County	Mailing address, if different from principal place of business P.O. Box, Number, Street, City, State & ZIP Code Location of principal assets, if different from principal place of business See attached Rider 1 Number, Street, City, State & ZIP Code
5. Debtor's website (URL)	https://www.davidsbridal.com/	
6. Type of debtor	<input checked="" type="checkbox"/> Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) <input type="checkbox"/> Partnership (excluding LLP) <input type="checkbox"/> Other. Specify: _____	

Debtor **DAVID'S BRIDAL, LLC**
Name

Case number (if known)

7. Describe debtor's business**A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

4481**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☐ No.
- ☒ Yes.

If more than 2 cases, attach a separate list.

District **District of Delaware**
District _____When **11/19/18**
When _____Case number **See Rider 2**
Case number _____

Debtor **DAVID'S BRIDAL, LLC**
Name

Case number (if known)

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?
- ☐ No
☒ Yes.

List all cases. If more than 1, attach a separate list

Debtor	Relationship	Affiliate
See Rider 3		
District	When	Case number, if known
District of New Jersey		

11. Why is the case filed in this district?
- Check all that apply:
- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?
- ☒ No
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
- Why does the property need immediate attention?** (Check all that apply.)
- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____
- Where is the property?** _____
Number, Street, City, State & ZIP Code
- Is the property insured?**
- ☐ No
- ☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds
- Check one:
- ☐ Funds will be available for distribution to unsecured creditors.
- ☒ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors
- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input checked="" type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated Assets
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input checked="" type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor **DAVID'S BRIDAL, LLC**
Name

Case number (if known)

16. Estimated liabilities☐ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☐ \$1,000,001 - \$10 million☐ \$10,000,001 - \$50 million☐ \$50,000,001 - \$100 million☒ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion

Debtor **DAVID'S BRIDAL, LLC**
Name

Case number (if known)

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature
of authorized
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **April 17, 2023**
MM / DD / YYYY**X** /s/ James Marcum

Signature of authorized representative of debtor

James Marcum

Printed name

Title **Chief Executive Officer****18. Signature of attorney****X** /s/ Michael D. Sirota

Signature of attorney for debtor

Date **April 17, 2023**

MM / DD / YYYY

Michael D. Sirota

Printed name

Christopher T. Greco**Kirkland & Ellis LLP****Cole Schotz P.C.**

Firm name

**25 Main Street
Court Plaza North
Hackensack, NJ 07601**

Number, Street, City, State & ZIP Code

**601 Lexington Avenue
New York, NY 10022
christopher.greco@kirkland.com**Contact phone **201-489-3000**Email address **msirota@coleschotz.com****MS-4088 NJ**

Bar number and State

Rider 1
Location of Principal Assets

tore Name	Address	City	State or Province	Postal Code
Watchung	1634 Route 22	Watchung	New Jersey	07069
East Brunswick	Summerhill Square; 611 Route 18 South	East Brunswick	New Jersey	08816-3708
Freehold	3633 Route 9 North	Freehold	New Jersey	07728-3288
Maple Shade	539 Route 38 West Routes 38 & 73	Maple Shade	New Jersey	08052-1607
Deptford	The Court at Deptford II; 1555 (a) Almonesson Rd. Space S2A	Deptford	New Jersey	08096-3724
Mays Landing	520 Hamilton Commons	Mays Landing	New Jersey	08330-3150
Totowa	562 US Highway 46 East	Totowa	New Jersey	07512-1702
Paramus	153 Route 4 West	Paramus	New Jersey	07652-1234
Birmingham	Riverchase Promenade; 1723 Montgomery Hwy South #101	Hoover	Alabama	35244-1215
Mobile	3342 Airport Boulevard	Mobile	Alabama	36606
Montgomery	East Chase Market Center; 8043 East Chase Parkway	Montgomery	Alabama	36117-7042
Huntsville	Holderfield Retail Center; 6421-A University Drive NW	Huntsville	Alabama	35806-1711
Anchorage	Dimond Crossing; 601 East Dimond Blvd Suite 7	Anchorage	Alaska	99515-2034
Glendale	Arrowhead Crossing Shopping Ctr; 7759 West Bell Rd., Ste. 200	Peoria	Arizona	85382-3804
Ahwatukee	Ahwatukee Foothills Towne Center; 5043 East Ray Road	Phoenix	Arizona	85044-6407
Tucson	497 West Auto Mall Drive	Tucson	Arizona	85705-6006
Avondale	Gateway Crossing; 9945 West McDowell Road Suite 101	Avondale	Arizona	85392-4608
Scottsdale	The Pavillions at Talking Stick Shopping Center 9159 Talking Stick Way Suite G1	Scottsdale	Arizona	85250
Little Rock West	Chenal Commons; 12801-D Chenal Parkway	Little Rock	Arkansas	72211-3300
Fayetteville	Spring Creek Centre; 3855 North Mall Avenue	Fayetteville	Arkansas	72703-4905
Jonesboro	Turtle Creek Crossing; 3009 East Highland Drive Suite B	Jonesboro	Arkansas	72401-6388
Vista	The Pavilion; 1980 Hacienda Drive	Vista	California	92081-6026
Ontario	Ontario Gateway Shopping Center; 4410 Ontario Mills Parkway	Ontario	California	91764-6107
Long Beach	Long Beach Towne Center; 7621 Carson Street	Long Beach	California	90808-2367
Torrance	Del Amo Fashion Center; 21712 Hawthorne Boulevard Suite 310E	Torrance	California	90503

tore Name	Address	City	State or Province	Postal Code
Costa Mesa	Metro Pointe at South Coast; 901-D South Coast Drive, Suite 200	Costa Mesa	California	92626-7776
Oxnard	1865 E. Ventura Blvd.	Oxnard	California	93036-1822
Northridge	Grove Shopping Center; 19240-2B Nordhoff Avenue	Northridge	California	91324-5176
Santee	Santee Trolley Square 9820 Mission Gorge Rd.	Santee	California	92071
Pinole	Pinole Vista Crossing; 1212 Fitzgerald Drive	Pinole	California	94564-2252
Brea	Imperial Plaza; 810 East Imperial Highway	Brea	California	92821-5610
Roseville	The Ridge at Creekside; 1140 Galleria Boulevard	Roseville	California	95678-1992
Burbank	Burbank Empire Center; 2050 Empire Avenue	Burbank	California	91504-3434
Fresno	455 East Shaw Avenue	Fresno	California	93710-7601
Bakersfield	1210 Wible Road	Bakersfield	California	93304-4128
Riverside	Michael's Plaza; 10325 Magnolia Avenue	Riverside	California	92505-1809
San Jose	Winchester Shopping Center; 3111 Stevens Creak Blvd.	San Jose	California	95117-1141
Mission Valley	980 Camino de la Reina, Suite A	San Diego	California	92108-3290
Murrieta	24430 Village Walk Plaza	Murrieta	California	92562-5237
Modesto	Central Valley Plaza; 2225 Plaza Parkway Suite J-3	Modesto	California	95350-6220
Chico	Springfield Village Shopping Center; 1515 Springfield Drive Suite 100	Chico	California	95928-6398
Santa Maria	227 East Betteravia Road	Santa Maria	California	93454-7803
Sacramento	Point West Plaza; 1892 Arden Way	Sacramento	California	95815-5002
Los Angeles	La Cienega Square; 6151 West Pico Boulevard	Los Angeles	California	90035-2531
Westminster	9270 Sheridan Boulevard	Westminster	Colorado	80031-6303
Littleton	8680-B Park Meadows Center Drive	Lone Tree	Colorado	80124-5154
Colorado Springs	Academy Shops; 7320 North Academy Boulevard	Colorado Springs	Colorado	80920-3189
Aurora	Aurora Town Center; 100 South Abilene Street, Unit B	Aurora	Colorado	80012-1409
Ft. Collins	The Pavilion; 4300 South College Avenue	Ft. Collins	Colorado	80525-3003
Grand Junction	Canyon View Marketplace; 632 Market Street	Grand Junction	Colorado	81505-4300
Manchester	Plaza at Burr Corners; 82-E Buckland St. & Toland Tpke	Manchester	Connecticut	06040

tore Name	Address	City	State or Province	Postal Code
Orange	112-118 Boston Post Road	Orange	Connecticut	06477-3204
Danbury	Danbury Square; 15 Backus Avenue, Space 13-15	Danbury	Connecticut	06810-7402
Wilmington	Christiana Fashion Center 3160 Fashion Center Blvd.	Newark	Delaware	19702
Pembroke Pines	Shops at Pembroke Gardens; 14546 SW 5th Street	Pembroke Pines	Florida	33027-1453
Altamonte Springs	Altamonte Mall; 451 E Altamonte Drive #1473	Altamonte Springs	Florida	32701-4338
West Palm Beach	Cross County Mall; 4254 Okeechobee Boulevard	West Palm Beach	Florida	33409-3206
Tampa	4503 West Kennedy Boulevard	Tampa	Florida	33609-2013
Sunrise	12605 West Sunrise Blvd.	Sunrise	Florida	33323-0901
Jacksonville East	River City Marketplace; 13221 City Station Drive #155	Jacksonville	Florida	32218
Coral Gables	37-41 Miracle Mile	Coral Gables	Florida	33134-5403
Orlando South	Millenia Plaza; 4665 Millenia Plaza Way, Space B-2	Orlando	Florida	32839-2433
Tallahassee	Governors Marketplace; 1634 Governors Marketplace	Tallahassee	Florida	32301-3052
Ft. Myers	4224 #8 Cleveland Ave.	Ft. Myers	Florida	33901-9051
Clearwater	Clearwater Mall; 2637 Gulf Bay Boulevard	Clearwater	Florida	33759-4936
Jacksonville South	The Shoppes at Southside; 9990 Southside Blvd.	Jacksonville	Florida	32256-0783
Pensacola	Airport-Davis Plaza; 5912 North Davis Highway, Suite B	Pensacola	Florida	32503-2017
Gainesville	3965 Plaza Blvd. #20	Gainesville	Florida	32608
Port Orange	The Pavilion at Port Orange; 5515 South Williamson Rd, Suite 215	Port Orange	Florida	32128
W. Melbourne	Hammock Landing; 205 Palm Bay Road, Suite 105	West Melbourne	Florida	32904-8612
Spring Hill	Nature Coast Commons; 1333 Wendy Court	Spring Hill	Florida	34607-3907
Buford	1705 Mall of Georgia Blvd.	Buford	Georgia	30519
Kennesaw	Main Street at Town Center; 440 Ernest Barrett Pkwy. Suite #36	Kennesaw	Georgia	30144-4918
Morrow	The Shoppes at Morrow Station 1; 1902 Mount Zion Rd.	Morrow	Georgia	30260-3316
Macon	1625 Bass Road Suite 210	Macon	Georgia	31210
Augusta	3671 Walton Way Extension	Augusta	Georgia	30909-6486
Savannah	7925 Abercorn St.	Savannah	Georgia	31406-3414
Athens	The Markets at Epps Bridge; 1850 Epps Bridge Parkway Suite 209	Athens	Georgia	30606-6184
Columbus	Columbus Park Crossing South; 5450 Whittlesey Blvd. Suite 1	Columbus	Georgia	31909-2140

tore Name	Address	City	State or Province	Postal Code
Buckhead	3234 Peachtree Road NE	Atlanta	Georgia	30305-2750
Pearl City	Pearl City Gateway; 1140 Kuala Street, Suite 100	Pearl City	Hawaii	96782
Boise	Shops at Boise Towne Plaza; 8047 West Emerald Street	Boise	Idaho	83704-9026
Evergreen	Evergreen Plaza; 9536 S Western Avenue	Evergreen Park	Illinois	60805
Lombard	421 East Roosevelt Road	Lombard	Illinois	60148-4629
Schaumburg	Woodfield Plaza; 560 East Golf Road	Schaumburg	Illinois	60173-4442
Fairview Heights	Market Place Shopping Center; #14 Plaza Drive	Fairview Heights	Illinois	62208-2025
Vernon Hills	Hawthorne Hills Shopping Center; 700 North Milwaukee Ave, Suite 114	Vernon Hills	Illinois	60061-1523
Naperville	530 S Route 59	Naperville	Illinois	60540
Orland Park	Park Pointe Plaza; 14916 LaGrange Road	Orland Park	Illinois	60462-3231
Peoria	5212 Big Hollow Road, Suite B	Peoria	Illinois	61615-3404
Springfield	Southwest Plaza III; 3201 South Veterans Parkway	Springfield	Illinois	62704-7425
Rockford	Perryville Crossings; 713 South Perryville Rd.	Rockford	Illinois	61108-2503
Champaign	Champaign Towne Center; 2022 North Prospect Avenue	Champaign	Illinois	61822-1240
Lincoln Park	2749 North Elston Avenue	Chicago	Illinois	60647-2020
Indianapolis	Clearwater Springs Shopping Center; 5025 East 82nd Street, Suite 1800	Indianapolis	Indiana	46250-5630
Merrillville	1700 East 80th Street	Merrillville	Indiana	46410-5733
Greenwood	Greenwood Pavilion; 1238 U.S. Highway 31 North	Greenwood	Indiana	46142-4501
Ft. Wayne	1005 Northcrest Shopping Center	Ft. Wayne	Indiana	46805-1235
Mishawaka	University Center; 6502 Grape Road, Space 792	Mishawaka	Indiana	46545-1102
Evansville	Eastland Convenience Center; 300 North Green River Road	Evansville	Indiana	47715-2408
Clarksville	Waterford Park North; 1025 Veterans Parkway, Suite 100	Clarksville	Indiana	47129-2373
Lafayette	Lafayette Pavilions; 200 South Creasy Lane, Suite 2070	Lafayette	Indiana	47905-0776
Des Moines	University Park Shopping Center; 8801 University Avenue	Clive	Iowa	50325-6247
Davenport	5252 Elmore Avenue, Suite A	Davenport	Iowa	52807-3484
Cedar Rapids	Collins Road Square; 1402 Twixt Town Rd.	Marion	Iowa	52302-3080

tore Name	Address	City	State or Province	Postal Code
Sioux City	Lakeport Commons; 5001 Sergeant Road Suite 330	Sioux City	Iowa	51106-4775
Lenexa	9310 Marshall Drive	Lenexa	Kansas	66215-3845
Wichita	Eastgate Plaza; 8241 East Kellogg Drive, Space 2A	Wichita	Kansas	67207
Topeka	West Ridge Commons; 1530 SW Wanamaker Road, Suite A	Topeka	Kansas	66604-3873
Louisville	Gardiner Lane Shopping Center; 3008 Bardstown Road	Louisville	Kentucky	40205-3009
Florence	Florence Square; 7721 Mall Road	Florence	Kentucky	41042-1405
Paducah	Kentucky Oaks Pavilion; 3051 New Holt Road Suite B	Paducah	Kentucky	42001-9667
Lexington	111 West Reynolds Road, Suite 130	Lexington	Kentucky	40503-3685
Bowling Green	Greenwood Marketplace; 2475 Scottsville Road, Suite 107	Bowling Green	Kentucky	42104-4483
Metairie	4630 Veterans Memorial Boulevard	Metairie	Louisiana	70006-5331
Shreveport	Pierre Bossier Mall; 2950 East Texas St Space G Box #508	Bossier City	Louisiana	71111-3265
Baton Rouge	Bluebonnet Parc Shopping Center; 5915 Bluebonnet Boulevard Suite C-1	Baton Rouge	Louisiana	70836-5900
Lafayette	3600 Ambassador Caffery Parkway	Lafayette	Louisiana	70503-5133
Slidell	61123 Airport Rd., Suite 1	Slidell	Louisiana	70460-6842
Portland	Mall of Maine; 374 Maine Mall Road	South Portland	Maine	04106-3206
Baltimore	Beltway Crossing Shopping Center; 6320 Governor Ritchie Hwy. Suite D	Glen Burnie	Maryland	21061-1634
Rockville	Federal Plaza; 12268 Rockville Pike, Suite F	Rockville	Maryland	20852-1680
Bowie	The Shoppes at Bowie Town Center; 3821 Evergreen Parkway	Bowie	Maryland	20716-2228
Hagerstown	Crosspoint Shopping Center; 17231 Cole Road	Hagerstown	Maryland	21740-6891
Waldorf	Shops at Waldorf Center 2901 Festival Way, Waldorf, MD 20601	Waldorf	Maryland	20603-4873
Danvers	8-10 Newbury Street	Danvers	Massachusetts	01923-1049
Westwood	University Station; 249 University Avenue	Westwood	Massachusetts	02090-2333
North Attleboro	40 Cumberland Avenue	North Attleboro	Massachusetts	02760-4445
Natick	Sherwood Plaza; 1286 Worcester Street, Suite B	Natick	Massachusetts	01760-1511
West Springfield	Riverdale Shops; 935 Riverdale Street, Unit F100	West Springfield	Massachusetts	01089-4655

tore Name	Address	City	State or Province	Postal Code
Dartmouth	154 N Dartmouth Mall Space 1354D	North Dartmouth	Massachusetts	02747-4204
Madison Heights	32127 John R. Road	Madison Heights	Michigan	48071-4722
Taylor	23520 Eureka Road	Taylor	Michigan	48180-5275
Flint	Genesee Valley Shopping Center; 4340 B Miller Road	Flint	Michigan	48507-1297
Lansing	4940 Marsh Road	Okemos	Michigan	48864-1153
Grand Rapids	Centerpointe Mall; 3585 28th Street SE	Grand Rapids	Michigan	49512-1684
Kalamazoo	Southland Center; 200 Mall Drive	Portage	Michigan	49024-2804
Saginaw	West Valley Shopping Center; 3425 Tittabawassee Rd.	Saginaw	Michigan	48604-9489
Novi	West Oaks I Shopping Center; 43831 West Oaks Drive	Novi	Michigan	48377-3309
Richfield	Shoppes at Lyndale; 840 West 78th Street	Richfield	Minnesota	55423-3926
Maple Grove	Arbor Lakes Shopping Center; 12965 Elm Creek Boulevard	Maple Grove	Minnesota	55369-7043
Duluth	Burning Tree Plaza; 5115 Burning Tree Rd., Suite 100	Duluth	Minnesota	55811-1876
Rochester	TJ Maxx Plaza; 1340 Salem Rd SW, Suite 101	Rochester	Minnesota	55902-4310
Oakdale	Oakdale Village Shopping Center; 8304 3rd Street North	Oakdale	Minnesota	55128-5439
Madison	179 Grandview Blvd. Suite 950	Madison	Mississippi	39110
Southaven	Southaven Towne Center; 6458 Towne Center Loop	Southaven	Mississippi	38671-8106
Hattiesburg	Turtle Creek Crossing; 24 Cross Creek Parkway, Suite 10	Hattiesburg	Mississippi	39402-4408
Tupelo	The Shoppes at Barnes Crossing; 3944 North Gloster Street	Tupelo	Mississippi	38804-0913
Independence	Adams Daily Landing; 1154 NE Coronado Drive	Blue Springs	Missouri	64014-2944
St. Peters	5858 Suemandy Drive	St Peters	Missouri	63376-4326
Springfield	3803 South Glenstone Avenue	Springfield	Missouri	65804-4635
Sunset Hills	10760 Sunset Hills Plaza	St Louis	Missouri	63127-1209
Kansas City North	Barry Woods Crossing; 8111 NW Roanridge Rd.	Kansas City	Missouri	64151-1356
Columbia	The Stadium Shoppes; 203 North Stadium Blvd.	Columbia	Missouri	65203-1145
Billings	795 King Park Drive	Billings	Montana	59102-6267
Omaha	535 North 98th Street	Omaha	Nebraska	68114-2344
Lincoln	Westfield Gateway Mall; 4 Gateway Mall- Unit 300	Lincoln	Nebraska	68505-2432

tore Name	Address	City	State or Province	Postal Code
Las Vegas	Paseo Plaza; 2600 West Sahara Avenue, Suite 109	Las Vegas	Nevada	89102-4304
Henderson	SunMark Plaza; 631 Marks Street, Suite C-1	Henderson	Nevada	89014-8606
Reno	South Virginia Commons; 6745 South Virginia Street	Reno	Nevada	89511-1125
Nashua	256 Daniel Webster Highway	Nashua	New Hampshire	03060-5724
Albuquerque	Winrock Town Center; 2100 Louisiana Blvd, NE Suite 416	Albuquerque	New Mexico	87110-5419
Westbury	1250 Corporate Drive	Westbury	New York	11590-6625
Buffalo	1204 Niagara Falls Boulevard	Tonawanda	New York	14150-8924
Rochester	South Town Plaza; 3333 West Henrietta Road	Rochester	New York	14623-3533
Yonkers	Central Plaza; 2572 Central Park Avenue	Yonkers	New York	10710-1112
Albany	1440 Central Avenue	Colonie	New York	12205-5076
Long Island City	Plaza 48; 3460 48th Street	Long Island City	New York	11101-3002
Syracuse	3133 Erie Boulevard East	Syracuse	New York	13214-1201
Middletown	Wallkill Plaza; 400 Route 211 East Suite 7, Middletown, NY 10940	Middletown	New York	10940-2252
Hamburg	McKinley Plaza; South 3670 McKinley Pkwy. Space 5A	Blasdell	New York	14219-2696
Elmira	Shops at Chambers; 3345 Chambers Road South, Suite 8	Horseheads	New York	14845-1401
Lake Grove	108 Alexander Avenue	Lake Grove	New York	11755-1102
Manhattan	45 W 25th Street	New York	New York	10010-2709
Massapequa	Sunrise Promenade; 5290 Sunrise Highway	Massapequa Park	New York	11762-2907
Charlotte	Northcrest Shopping Center; 9717 Northlake Center Pkwy Suite L	Charlotte	North Carolina	28216-8936
Greensboro	Wendover Ridge; 4216 West Wendover Avenue	Greensboro	North Carolina	27407-1909
Raleigh	Capital Commons; 4229 Louisburg Road	Raleigh	North Carolina	27604-4344
Fayetteville	1920 Skibo Road, Suite 101	Fayetteville	North Carolina	28314-1514
Winston-Salem	Hanes Commons; 125 Hanes Square Circle	Winston-Salem	North Carolina	27103
Pineville	The Centrum Shopping Center; 10420-D Centrum Parkway	Pineville	North Carolina	28134-8844
Asheville	285 Tunnel Rd.	Asheville	North Carolina	28805-1832
Durham	Renaissance Center at Southpoint; 6911 Fayetteville Rd., Suite 107	Durham	North Carolina	27713-7087

tore Name	Address	City	State or Province	Postal Code
Greenville	LynnCroft Shopping Center; 3150 Evans Street, Suite J	Greenville	North Carolina	27834-4541
Wilmington	Mayfaire Town Center; 6865 Monument Drive	Wilmington	North Carolina	28405-4178
Fargo	Westgate Commons; 1500 13th Avenue East, Suite E	West Fargo	North Dakota	58078-3467
Cleveland	5445 Mayfield Road	Lyndhurst	Ohio	44124-2923
Columbus	6262 Sawmill Road	Dublin	Ohio	43017-3626
Cincinnati	Voice of America Centre; 7676 Voice of America Centre Drive	West Chester Township	Ohio	45069
North Olmsted	North Olmsted Towne Center; 25102 Brookpark Road, Suite 168	North Olmsted	Ohio	44070-6412
Dayton	7-15 Prestige Plaza Drive	Miamisburg	Ohio	45342-3765
Toledo	5162 Monroe Street	Toledo	Ohio	43623-3430
Canton	Belden Park Crossings; 5514 Dressler Road	Canton	Ohio	44720-7751
Youngstown	Howland Commons; 2070 Niles Cortland Road	Warren	Ohio	44484-3038
Columbus-Easton	Easton Gateway; 4187 Worth Avenue, Columbus, OH 43219	Columbus	Ohio	43219-3014
Cincinnati-Kenwood	7788-B Montgomery Rd.	Cincinnati	Ohio	45236-4202
Strongsville	17982 Royalton Rd.	Strongsville	Ohio	44136-5149
Akron	3265 West Markert Street Suite 296B	Fairlawn	Ohio	44333-3348
Oklahoma City	Memorial Square; 13740 North Pennsylvania Avenue	Oklahoma City	Oklahoma	73134-6030
Tulsa	Mingo Marketplace Shopping Center; 10123 East 71st Street South	Tulsa	Oklahoma	74133-3206
Beaverton	Cascade Plaza; 9125 SW Cascade Avenue, Suite 100	Beaverton	Oregon	97008-7397
Clackamas	12225 Southeast 82nd Ave.	Happy Valley	Oregon	97086
Eugene	Valley River Plaza; 1069 Valley River Way, Space A	Eugene	Oregon	97401-2159
Medford	McAndrews Marketplace; 1251 East McAndrews Road Suite 108	Medford	Oregon	97504-6497
Salem	Keiser Station Village Center; 6335 Ulali Drive NE	Keizer	Oregon	97303-1697
Springfield	Springfield Square; 965 Baltimore Pike Store 1A&B	Springfield	Pennsylvania	19064-3957
Pittsburgh	6258 Northway Mall Drive	Pittsburgh	Pennsylvania	15237
Wilkes Barre	Wilkes Barre Commons; 3340 Wilkes Barre Twp Commons	Wilkes Barre Township	Pennsylvania	18702
Allentown	2548 MacArthur Road	Whitehall	Pennsylvania	18052-3815
Monroeville	3747 William Penn Highway	Monroeville	Pennsylvania	15146-2189

tore Name	Address	City	State or Province	Postal Code
Feasterville	Bucks Center; 729 Bustleton Pike	Feasterville	Pennsylvania	19053-6055
Harrisburg	5125 Jonestown Rd., Suite 165	Harrisburg	Pennsylvania	17112-2998
Plymouth Meeting	The Metroplex; 2600 Chemical Rd.	Plymouth Meeting	Pennsylvania	19462-1731
Altoona	Logan Town Center; 218 Falon Lane	Altoona	Pennsylvania	16602-6542
Robinson	6525 Robinson Centre Drive	Pittsburgh	Pennsylvania	15205-4868
Erie	Mill Creek Pavilion; 2094 Interchange Rd., Parcel# 30	Erie	Pennsylvania	16509-1108
York	York Town Center; 2821 Concord Road	York	Pennsylvania	17402-7007
Warwick	Summit Square Shopping Center; 1276 Bald Hill Road	Warwick	Rhode Island	02886-4200
Greenville	Haywood Centre; 301 Haywood Road	Greenville	South Carolina	29607-3477
Columbia	Harbison Shopping Center; 275 Harbison Blvd., Suite MM	Columbia	South Carolina	29212-2254
Charleston	North Rivers Town Center; 7250 Rivers Avenue, Bldg. 1300	North Charleston	South Carolina	29406-4673
Florence	The Commons at Magnolia; 2853-B David H. McLeod Blvd	Florence	South Carolina	29501-3940
Spartanburg	WestGate Crossing II; 225 West Blackstock Road, Suite 3	Spartanburg	South Carolina	29301-1393
Sioux Falls	4004 West 41st Street	Sioux Falls	South Dakota	57106-0716
Rapid City	Rushmore Crossing; 1635 Eglin Street	Rapid City	South Dakota	57701-6107
Cool Springs	Cool Springs Crossing; 1728 Galleria Boulevard, Suite 101	Franklin	Tennessee	37067-6210
Memphis	2765 Wolf Creek Parkway, Suite 101	Memphis	Tennessee	38133-8188
Knoxville	7900 Kingston Pike	Knoxville	Tennessee	37919-5522
Madison	2321 Gallatin Pike, North	Madison	Tennessee	37115-2007
Chattanooga	Gunbarrel Pointe Shopping Center; 1820 Gunbarrel Road, Suite 400	Chattanooga	Tennessee	37421-7180
Johnson City	3135 Peoples Street, Suite 100	Johnson City	Tennessee	37604-4130
Murfreesboro	The Avenue Murfreesboro; 2615 Medical Center Pkwy Ste. 450	Murfreesboro	Tennessee	37129-2262
Frisco	Frisco Promenade; 9288 State Highway 121, Suite 100	Frisco	Texas	75035-6093
Arlington	Arlington Highlands; 137 Merchants Row, Suite 145	Arlington	Texas	7601-86024
Friendswood	El Dorado Marketplace; 18210 Gulf Freeway	Friendswood	Texas	77546-2721
Houston-Galleria	610 & San Felipe Shop Center; 4520 San Felipe St. Suite 100	Houston	Texas	77027-3306

tore Name	Address	City	State or Province	Postal Code
San Antonio	La Plaza del Norte; 125 NW Loop 410, Suite 570	San Antonio	Texas	78216-5389
The Woodlands	1600 Lake Woodlands Drive	The Woodlands	Texas	77380
Hurst	804 Northeast Loop 820	Hurst	Texas	76053-4607
North Dallas	Preston Valley View Center; 13330 Preston Rd	Dallas	Texas	75240-5208
Mesquite	1616 North Towne East Boulevard	Mesquite	Texas	75150-4185
Austin North	Gateway Market Shopping Center; 9607 Research Boulevard, Suite 650	Austin North	Texas	78759-5888
Beaumont	Parkdale Mall; 6155 Eastex Freeway, Suite D-430	Beaumont	Texas	77706-6700
Amarillo	The Shops at Soncy; 3140 Soncy Road	Amarillo	Texas	79124-2007
Lewisville	Vista Ridge Mall; 2401 South Stemmons Freeway, Suite 2098	Lewisville	Texas	75067-2324
Tyler	The Village at Cumberland Park; 8930 S Broadway Ave #220	Tyler	Texas	75703-1305
McAllen	River Valley Center; 1316 E U.S. 83 Expressway Bldg. B	McAllen	Texas	78501
Waco	Central Texas Marketplace; 2316 West Loop 340	Waco	Texas	76711-2404
Sugarland	The Market at Town Center; 2745 Town Center Blvd., Suite B	Sugarland	Texas	77479-2320
Austin South	Sunset Valley Marketfair; 5400 Brodie Lane Suite 990	Austiin South	Texas	78745-2527
Corpus Christi	Star Plaza; 4750 South Padre Island Dr Ste102	Corpus Christi	Texas	78411-4416
Ft. Worth	4470 Hulen Park Drive South	Ft. Worth	Texas	76132-1302
Abilene	Shops at Abilene; 3701 Catclaw Drive	Abilene	Texas	79606-8203
San Antonio	Ingram Heights Shopping Center; 5841 NW Loop 410 Suite 101	San Antonio	Texas	78238-2501
Lubbock	West End Plaza; 2628 W Loop 289	Lubbock	Texas	79407
College Station	Gateway Plaza; 1731 University Drive East	College Station	Texas	77840-2662
El Paso	Bassett Center; 1117 Geronimo Drive	El Paso	Texas	79925-3401
Salt Lake City	Comp USA Marketplace; 389 West 1830 South, Suite 400	Salt Lake City	Utah	84115-5894
Orem	Carillion Square; 301 East University Pkwy	Orem	Utah	84058-7639
Layton	Harris Pointe Shopping Center; 2098 North Harris Boulevard	Layton	Utah	84041-1633
South Burlington	861 Williston Road	South Burlington	Vermont	05403-5724
Springfield	7206 Old Keene Mill Rd.	Springfield	Virginia	22150-3427

tore Name	Address	City	State or Province	Postal Code
Virginia Beach	4485 Virginia Beach Blvd.	Virginia Beach	Virginia	23462
Richmond	West Broad Marketplace 12292 West Broad Street	Richmond	Virginia	23233
Woodbridge	Potomac Festival I; 14403 Potomac Mills Rd.	Woodbridge	Virginia	22192-6807
Roanoke	4873 Valley View Boulevard, NW	Roanoke	Virginia	24012-2018
Hampton	32 Coliseum Crossing	Hampton	Virginia	23666-5970
Lynnwood	Alderwood Parkway Plaza; 19225 Alderwood Pkwy Plaza Suite 120	Lynnwood	Washington	98036-4870
Tacoma	Tacoma Mall; 4502 South Steele St. Suite #413-A	Tacoma	Washington	98409-7225
Spokane	Hanson Retail at Market Pointe II; 15319 East Indiana Ave Spaces A & B	Spokane	Washington	99216-1863
Tukwila	Parkway Supercenter; 17740 Southcenter Parkway	Tukwila	Washington	98188-3722
Kennewick	Tri-Cities Shopping Center; 7415 West Canal Drive	Kennewick	Washington	99336-7615
Charleston	2800 Mountaineer Boulevard	South Charleston	West Virginia	25309-9449
Brookfield	Brookfield Fashion Center; 16900- C W Blue Mound Rd.	Brookfield	Wisconsin	53005-5953
Milwaukee South	8450 Sura Lane	Greenfield	Wisconsin	53228
Appleton	Fox River Plaza; 4625 Michaels Drive	Grand Chute	Wisconsin	54913
Madison	Prairie Towne Center; 8118 Mineral Point Rd.	Madison	Wisconsin	53719-3822
Green Bay	Shoppes at the Village; 2605 South Oneida St. Suite 120	Ashwaubenon	Wisconsin	54304-5331
Eau Claire	White Oak Commons; 4840 Keystone Crossing	Eau Claire	Wisconsin	54701-5076

Rider 2

Prior Bankruptcy Cases Filed by the Debtor's Predecessors and Its Affiliates

On November 19, 2018, each of the entities listed below (collectively, the "2018 Debtors") filed a petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The 2018 Debtors were jointly administered under lead debtor David's Bridal, Inc, case number 18-12635 (LSS), and those chapter 11 cases are now closed.

2018 Debtor Names	Case Nos.
David's Bridal, Inc.	18-12635 (LSS)
DB Investors, Inc.	18-12634 (LSS)
DB Holdco, Inc.	18-12636 (LSS)
DB Midco, Inc.	18-12637 (LSS)

Rider 3

Pending Bankruptcy Cases Filed by the Debtor and Its Affiliates

On the date hereof, each of the entities listed below (collectively, the "2023 Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The 2023 Debtors have moved for joint administration of these cases under the case number assigned to David's Bridal, LLC.

1. David's Bridal, LLC
2. DBI Midco, Inc.
3. DBI Holdco II, Inc.
4. DBI Investors, Inc.
5. David's Bridal Canada Inc.
6. Blueprint Registry, LLC

Fill in this information to identify the case:

Debtor name **DAVID'S BRIDAL, LLC**

United States Bankruptcy Court for the: **DISTRICT OF NEW JERSEY**

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration **List of Equity Security Holders and Statement of Corporate Ownership**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **April 17, 2023**

x /s/ James Marcum

Signature of individual signing on behalf of debtor

James Marcum

Printed name

Chief Executive Officer

Position or relationship to debtor

Fill in this information to identify the case:

Debtor name **DAVID'S BRIDAL, LLC, ET AL**
 United States Bankruptcy Court for the: **DISTRICT OF NEW JERSEY**
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders 12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
UPS - United Parcel Service PO Box 7247-0244 Philadelphia, PA 19170-0001	dmcharg@ups.com; melissaleblanc@ups.com 215-389-9993	Trade claim				\$1,299,101.00
RM Richards 1400 Broadway 9th Floor New York, NY 10018	EOuzouer@rmrich.com; Denisew@rmrich.com; BPatel@rmrich.com 646-435-7689	Trade claim				\$980,820.00
Google Inc. Dept 33654 PO Box 39000 San Francisco, CA 94139	gan-collections@google.com; collections@google.com	Trade claim				\$923,341.00
Microsoft Corporation PO Box 844510 Dallas, TX 75284-4510	MSCREDIT@microsoft.com; eacolcom@microsoft.com 980-776-8084	Trade claim				\$797,611.00
CIT Group/ Commercial Svcs PO Box 1036 Charlotte, NC 28201-1036	Laura.Beale@firstcitizens.com; Kevin.Ritter@firstcitizens.com; Denise.Byrd@firstcitizens.com; Kandy.Bowen@firstcitizens.com 213-613-2400	Trade claim				\$731,588.00
Unlimited Res & Comm Const LLC 828 Crews Rd Carrolton, GA 30116	jeffersbuild@gmail.com 404-569-9288	Trade claim				\$508,575.00

Debtor **DAVID'S BRIDAL, LLC, ET AL**
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
UPS Supply Chain Solutions Inc. 28013 Network Place Chicago, IL 60673-1280	rfinney@ups.com; mcohn@ups.com 866-493-7140	Trade claim				\$490,997.00
Bliss Designs Inc. 1435 51st St Suite 2-2B North Bergen, NJ 07047	jon@bliss-designs.com; marie@bliss-designs.com 201-420-3873	Trade claim				\$484,788.00
Unique Structures LLC 315 Ushers Rd Ballston Lake, NY 12019	tom@usny.biz 518-877-0717	Trade claim				\$453,922.00
January Digital LLC 4833 Overton Woods Ft. Worth, TX 76109	Kevin@JanuaryDigital.com; accounting@januarydigital.com	Trade claim				\$377,474.00
Facility Source LLC Attn Accounts Receivable 2020 N Central Ave Ste 1200 Phoenix, AZ 85004	ken.schwieterman@cbre.com; Patricia.Green@cbre.com 614-318-1700	Trade claim				\$338,821.00
Meta Platforms Inc. 15161 Collections Center Drive Chicago, IL 60693	AR@FB.com 650-543-4800	Trade claim				\$293,077.00
Attentive Mobile Inc. PO Box 200659 Pittsburgh, PA 15251-0659	AR@attentivemobile.com 844-293-7265	Trade claim				\$264,242.00
France Lab Inc. 264 W 40th St, 17th fl New York, NY 10018	rmehta@mcbg-lab.us 646-3814	Trade claim				\$237,070.00
Loeb Electric Co. 1800 E 5th Ave Columbus, OH 43219	david.ellessor@loeblighting.com	Trade claim				\$216,273.00
TaxMatrix Technologies LLC 200 Grandview Ave, Ste 100 Camp Hill, PA 17011	610-232-0137	Trade claim				\$198,438.00

Debtor **DAVID'S BRIDAL, LLC, ET AL**
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
TC Millwork Inc. PO Box 826 Bensalem, PA 19020	k.zegarski@tcmillwork.com 215-245-4210	Trade claim				\$192,820.00
BirdEye Inc. PO Box 8563 Pasadena, CA 91109-8604	408-306-3575	Trade claim				\$171,875.00
Bridal Veil Company Inc. 34 34th St Brooklyn, NY 11232	marionatbv@hotmail.com 888-403-5255	Trade claim				\$157,674.00
American Litho Inc. 175 Mercedes Dr Carol Stream, IL 60199	bjohnson@alitho.com 630-973-8292	Trade claim				\$157,263.00
Blueberry Technologies LLC 419 26th St Seattle, WA 98144	adam@bilberry.com; billing@billberry.com	Trade claim				\$154,400.00
Universal Music Enterprises A Div of UMG Records Inc. 2220 Colarado Ave Santa Monica, CA 90404	adriana.schroeder@umusic.com	Trade claim				\$150,000.00
Royal Cyber Inc. 55 Shuman Blvd Ste 275 Naperville, IL 60563	accounting@royalcyber.com 630-355-6252	Trade Claim				\$146,006.00
4545 Kennedy LLC PO Box 85 West Palm Beach, FL 33402	annette@flagler-realty.com	Rent				\$138,415.00
Kyndryl Inc. PO Box 735919 Dallas, TX 75373-5919	rosas@kyndryl.com; ARUS@kyndryl.com 212-552-1481	Trade Claim				\$137,534.00
BCORE Defender PA 1M01 LLC PO Box 200278 Dallas, TX 75320-0278	rpiercy@linklogistics.com 267-705-6210	Rent				\$134,952.00

Debtor **DAVID'S BRIDAL, LLC, ET AL**
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Moschini Productions Inc. 190 Beach 69th St 4D New York, NY 11692	917-673-2101	Trade Claim				\$134,613.00
ColFin 2015-3 Industrial PO Box 208383 Austin, TX 75320-8383	pmnortheast@liprop.com; RPiercy@linklogistics.com	Rent				\$131,404.00
[24]7.ai, Inc. 2105 S Bascom Ave Ste 195 Campbell, CA 95008	998-694-1252	Trade Claim				\$127,023.00
Ring Central Inc. 20 Davis Dr Belmont, CA 94002	rich.pennix@ringcentral.com 704-621-4340	Trade claim				\$118,930.00

**United States Bankruptcy Court
District of New Jersey**

In re **DAVID'S BRIDAL, LLC**

Debtor(s)

Case No.
Chapter

11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
DBI Midco, Inc. 1001 Washington Street Conshohocken, PA 19428			100%

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **Chief Executive Officer** of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **April 17, 2023**

Signature /s/ James Marcum
James Marcum

Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
District of New Jersey**

In re **DAVID'S BRIDAL, LLC**

Debtor(s)

Case No.

Chapter

11

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **DAVID'S BRIDAL, LLC** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

**DBI Midco, Inc.
1001 Washington Street
Conshohocken, PA 19428**

☐ None [*Check if applicable*]

April 17, 2023

Date

/s/ Michael D. Sirota

Michael D. Sirota

Signature of Attorney or Litigant

Counsel for **DAVID'S BRIDAL, LLC**

Cole Schotz P.C.

25 Main Street

Court Plaza North

Hackensack, NJ 07601

201-489-3000 Fax:201-489-1536

msirota@coleschotz.com

DAVID'S BRIDAL, LLC

**WRITTEN CONSENT OF
THE SOLE MEMBER**

The undersigned, being the sole member (the "Member") of DAVID'S BRIDAL, LLC, a Florida limited liability company (the "Company"), does hereby consent to and adopt the following resolutions as of April 16, 2023:

Bankruptcy

WHEREAS, in light of the Company's current financial condition, the Member has investigated, discussed and considered options for addressing the Company's financial challenges and, after consultation with the Company's advisors, and in order to maximize value for the Company's stakeholders, has concluded that it is in the best interests of the Company, its creditors, employees, and other interested parties that (i) a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); (ii) the Company obtain DIP Financing (as herein defined); and (iii) the Company seek to enter into an asset purchase or similar agreements (any such agreement, an "Asset Purchase Agreement") in connection with its chapter 11 case.

NOW THEREFORE, be it

RESOLVED, that in the judgment of the member, and in order to maximize value for the Company's stakeholders, it is desirable and in the best interests of the Company, its creditors, employees, and other interested parties that a petition be filed by the Company seeking relief under the Bankruptcy Code; and it is further

RESOLVED, that the officers of the Company (each an "Authorized Officer") be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to execute, verify, and file in the United States Bankruptcy Court for the District of New Jersey ("Bankruptcy Court") all petitions, schedules, lists, and other papers or documents, and to take and perform any and all further actions and steps that any such Authorized Officer deems necessary, desirable, and proper in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case, including but not limited to the retention and employment of legal counsel, accountants, financial advisors, and other professionals; and it is further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to (a) obtain post-petition financing, including debtor-in-possession credit facilities and the use of cash collateral (the "DIP Financing"); (b) provide adequate protection to lenders and incur obligations related thereto and to pledge and grant liens on the assets of the Company, as may be contemplated by or required under the terms of such DIP Financing; and (c) execute any appropriate loan agreements, cash collateral agreements, related

ancillary documents, supplemental agreements, instruments, amendments, restatements, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, security agreements, pledges, guarantees, bills, notes, or certificates on behalf of the Company which shall be necessary, proper or advisable under or in connection with any of the foregoing; and it is further

RESOLVED, that in connection with the chapter 11 case, the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to enter into one or more Asset Purchase Agreements with such terms and provisions as the Authorized Officers deem necessary or advisable, and to enter into any other agreements, documents, and instruments in connection therewith, and to take all such further actions, perform such further duties, and execute and deliver or file such additional agreements, documents, applications, instruments, certificates, and corporate papers as contemplated in or by the Asset Purchase Agreements or as the Authorized Officers may otherwise deem necessary or desirable to accomplish and consummate the transactions contemplated by the Asset Purchase Agreements; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to retain the law firms of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "K&E") as bankruptcy co-counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights in connection therewith, and the Authorized Officers are each hereby authorized and directed to, to the extent not already completed pursuant to prior resolutions, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and cause to be filed an appropriate application for authority to retain the services of K&E; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to retain the law firm of Cole Schotz P.C. ("CS") as bankruptcy co-counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights in connection therewith, and the Authorized Officers are each hereby authorized and directed to, to the extent not already completed pursuant to prior resolutions, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and cause to be filed an appropriate application for authority to retain the services of CS; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to retain the services of Berkeley Research Group, LLC ("BRG") as the Company's financial advisor, and in connection therewith, the Authorized Officers are each hereby authorized and directed to, to the extent not already completed pursuant to prior resolutions, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and cause to be filed an appropriate application for authority to retain the services of BRG; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to retain the services of Houlihan Lokey

Capital, Inc. ("HL") as the Company's investment banker, and in connection therewith, the Authorized Officers are each hereby authorized and directed to, to the extent not already completed pursuant to prior resolutions, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and cause to be filed an appropriate application for authority to retain the services of HL; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to retain the services of Gordon Brothers Retail Partners, LLC ("Gordon Brothers") as the Company's liquidation consultant, and in connection therewith, the Authorized Officers are each hereby authorized and directed to, to the extent not already completed pursuant to prior resolutions, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and cause to be filed an appropriate application for authority to retain the services of Gordon Brothers; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to retain the services of Omni Agent Solutions ("Omni") as the Company's claims and noticing agent, and in connection therewith, the Authorized Officers are each hereby authorized and directed to, to the extent not already completed pursuant to prior resolutions, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and cause to be filed an appropriate application for authority to retain the services of Omni; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to employ any other professionals necessary to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are each hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the chapter 11 case and cause to be filed appropriate applications with the Bankruptcy Court for authority to retain the services of any other professionals, as necessary, and on such terms as are deemed necessary, desirable, and proper; and it is further

RESOLVED, that the Authorized Officers, on behalf of the Company, be, and each of them hereby is, authorized, empowered, and directed to take any and all actions necessary to execute, deliver, certify, file, record and/or perform any and all documents, agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, or certificates and to take any and all actions and steps deemed by any such Authorized Officer to be necessary or desirable to carry out the purpose and intent of each of the foregoing resolutions and to effectuate a successful chapter 11 case; and it is further

RESOLVED, that, to the extent the Company serves, directly or indirectly, as the sole member, managing member, manager, or other governing body or approving party (the Company in any such capacity, the "Controlling Company") of Blueprint Registry, LLC ("BPR LLC") or David's Bridal Canada Inc. ("DBC Inc.", together with BPR LLC, each a "Subsidiary" and collectively, the "Subsidiaries"), the Company, in its capacity as the Controlling Company, hereby authorizes, directs and empowers each Subsidiary to file a petition seeking relief under the Bankruptcy Code (the "Subsidiary Actions"); and it is further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, in its capacity as “foreign representative” pursuant to an Order of the Bankruptcy Court in the chapter 11 cases, to execute, verify, and file in the Ontario Superior Court of Justice (Commercial List) all applications, motions, schedules, lists, and other papers or documents, and to take and perform any and all further actions and steps that any such Authorized Officer deems necessary, desirable, and proper, in connection with the commencement of proceedings under Part IV of the Companies’ Creditors Arrangement Act (Canada) (“CCAA”) in order to recognize and give effect to the chapter 11 cases of the Company and its affiliates in Canada, with a view to the successful prosecution of such CCAA proceedings, and to take any other action or proceeding in Canada in connection therewith; and it is further

RESOLVED, that each Authorized Officer be, and hereby is, authorized, empowered and directed in the name and on behalf of the Company, in its capacity as the Controlling Company, to execute and deliver any necessary or desirable written consents of the Company, in its capacity as the Controlling Company, with respect to the Subsidiary Actions and the other actions authorized herein, including, without limitation, adopting and approving substantially the same resolutions set forth herein as applicable to such Subsidiary with such changes as deemed necessary or advisable by such Authorized Officer; and it is further

RESOLVED, that, to the extent the Company serves, directly or indirectly, as the Controlling Company of David’s Bridal UK Limited (“DB UK”), the Company, in its capacity as the Controlling Company, hereby authorizes, directs and empowers DB UK, and/or its directors to appoint administrators to DB UK or commence any other insolvency proceeding under the laws of England and Wales (“Insolvency Proceeding”); and it is further

RESOLVED, that each Authorized Officer be, and hereby is, authorized, empowered and directed in the name and on behalf of the Company, in its capacity as the Controlling Company, to execute and deliver any necessary or desirable written consents of the Company, in its capacity as the Controlling Company, with respect to the Insolvency Proceeding as deemed necessary or advisable by such Authorized Officer.

Debtor-In-Possession Financing, Cash Collateral, and Adequate Protection

WHEREAS, reference is made to that certain Amended and Restated ABL Credit Agreement, dated as of November 26, 2019 (as amended by that certain First Amendment to Amended and Restated ABL Credit Agreement, dated as of June 19, 2020, as further amended by that certain Second Amendment to Amended and Restated ABL Credit Agreement, dated as of April 30, 2021, and as further amended by that certain Third Amendment to Amended and Restated ABL Credit Agreement, dated as of November 21, 2022, the “ABL Credit Agreement”), by and among the Company, DBI Midco, Inc., a Delaware corporation (“Holdings”), BPR LLC and DBC Inc., each lender from time to time a party thereto, Bank of America, N.A., as the administrative agent and collateral agent thereunder, 1903P Loan Agent, LLC as FILO agent thereunder;

WHEREAS, reference is made to that Senior Superpriority Term Loan Credit Agreement, dated as of April 30, 2021 (as amended by that certain Amendment No. 1 to Senior Superpriority Term Loan Credit Agreement, the “Senior Superpriority Term Loan Credit Agreement”), by and

among Holdings, the Company, BPR LLC, DBC Inc., Alter Domus (US) LLC, as administrative agent and collateral agent, and the lenders from time to time party thereto;

WHEREAS, reference is made to that certain Superpriority Term Loan Credit Agreement, dated as of June 19, 2020 (as amended by that certain Amendment No. 1 to Superpriority Term Loan Credit Agreement, dated as of April 30, 2021 and as further amended by that certain Amendment No. 2 to Superpriority Term Loan Credit Agreement, dated as of November 21, 2022, the “Superpriority Term Loan Credit Agreement”), by and among Holdings, the Company, BPR LLC, DBC Inc., Cantor Fitzgerald securities, as administrative agent and the lenders from time to party thereto;

WHEREAS, reference is made to that certain First Lien Term Loan Credit Agreement, dated as of November 26, 2019 (as amended by that certain Amendment No. 1 to First Lien Term Loan Credit Agreement, dated as of June 19, 2020, as further amended by that certain Amendment No. 2 to First Lien Term Loan Credit, dated as of April 30, 2021 and as further amended by that certain Amendment No. 3 to First Lien Term Loan Credit Agreement, dated as of November 21, 2022, the “First Lien Term Loan Credit Agreement”), by and among Holdings, the Company, BPR LLC, DBC Inc., Cantor Fitzgerald Securities, as administrative agent and the lenders from time to time a party thereto;

WHEREAS, reference is made to that certain Term Loan Credit Agreement, dated as of January 18, 2019 (as amended by the Amendment No. 1 to Term Loan Credit Agreement, dated as of March 22, 2019, as amended by the Amendment No. 2 to Term Loan Credit Agreement, dated as of August 28, 2019, as amended by the Amendment No. 3 to Term Loan Credit Agreement, dated as of October 10, 2019, as amended by the Amendment No. 4 to Term Loan Credit Agreement, dated as of November 26, 2019 and as amended by that certain Amendment No. 5 to Term Loan Credit Agreement, dated as of November 21, 2022, the “Takeback Term Loan Agreement”, and together with ABL Credit Agreement, the Senior Superpriority Term Loan Credit Agreement, the Superpriority Term Loan Credit Agreement, the First Lien Term Loan Credit Agreement, the “Prepetition Financing Agreements”), by and among Holdings, the Company, BPR LLC, DBC Inc., Cantor Fitzgerald Securities, as administrative agent and the lenders from time to time a party thereto; and

WHEREAS, the Company and certain of its affiliates have negotiated the (i) terms of that certain Senior Secured Super-Priority Debtor-in-Possession ABL Credit Agreement, to be dated on or around the date hereof (the “DIP Credit Agreement”), among the Company, Holdings, BPR LLC, DBC Inc. (collective, the “DIP Loan Parties”), Bank of America, N.A. as Administrative Agent (as defined in the DIP Credit Agreement), 1903P Loan Agent, LLC as FILO Agent (as defined in the DIP Credit Agreement and together with the Administrative Agent the “DIP Agents”) and each lender from time to time party thereto, the form of which (or substantially the form) has been provided to the Member, (ii) one or more guaranty and security agreements evidencing the guaranties of the obligations under the DIP Credit Agreement, by the DIP Loan Parties thereunder and the liens on certain of the assets of the DIP Loan Parties securing the obligations under the DIP Credit Agreement (each such document, together with the DIP Credit Agreement, the “DIP Documents”) and (iii) the arrangement for the DIP Financing and the use of cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”).

NOW THEREFORE, be it:

RESOLVED, that in the business judgment of the Member, the Company will benefit from using collateral, including Cash Collateral that is security for the holders of the Company's obligations under the Prepetition Financing Documents (the "Prepetition Secured Parties"); and it is further

RESOLVED, that the execution, delivery and performance of the DIP Documents and the Additional DIP Documents (as defined below) and the consummation of the transactions contemplated thereby be, and they hereby are, declared advisable and fair to, and in the best interest of, the Company and, in the business judgment of the Member, the Company will benefit from entering and performing under the DIP Documents; and it is further

RESOLVED, that for the Company to use and benefit from using the Cash Collateral and in accordance with Section 363 of the Bankruptcy Code, the Company will provide certain liens, claims, and other entitlements to the Prepetition Secured Parties (collectively, the "Adequate Protection Obligations"), as documented in a proposed interim order and a proposed final order (collectively, the "DIP Orders") to be submitted to the Bankruptcy Court for approval; and it is further

RESOLVED, that the form, terms, and provisions of the DIP Documents, and any documents and agreements related thereto or contemplated thereunder, and the DIP Orders to which the Company shall be subject, and the actions and transactions contemplated thereby, including (i) the borrowing of funds pursuant to the terms of the DIP Credit Agreement and the DIP Orders by the DIP Loan Parties and the provision of the guarantees and security with respect thereto by the DIP Loan Parties and (ii) the negotiation, execution, delivery and performance of the DIP Documents, and all other agreements, instruments, documents, notices and certificates constituting exhibits to or that may be required, necessary, appropriate, desirable or advisable to be executed and delivered pursuant to the DIP Documents or otherwise permitted thereunder or related thereto (each an "Additional DIP Document" and, collectively, the "Additional DIP Documents") (including, for the avoidance of doubt, the approval of the format and terms of, and executing and delivering, any such schedules, confirmations and other documents in connection with the DIP Documents and the Additional DIP Documents that are requested by the DIP Agents) and the making of representations and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, in each case, are hereby authorized and approved are authorized and approved in all respects; and each Authorized Officer is authorized and empowered, in the name of and on behalf of the Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the DIP Documents and the Company's obligations thereunder (collectively, the "DIP Obligations"), and to perform under the DIP Orders and cause the Company's performance of their obligations thereunder; and it is further

RESOLVED, that the Company, as a debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized to incur the Adequate Protection Obligations and the DIP Obligations, including granting liens on its assets to secure claims that constitute Adequate Protection Obligations and the DIP Obligations; and it is further

RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company, as a debtor and debtor in possession, to take such actions as in their discretion is determined to be necessary, desirable, appropriate, or proper to consummate and implement the DIP Transactions, including, without limitation, (i) the execution and delivery of the DIP Documents and each Additional DIP Document, with such changes therein and additions thereto as any such Authorized Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, desirable or advisable, (ii) the preparation, negotiation, execution, delivery and filing of any agreements, certificates or other instruments or documents (including mortgages, security agreements, pledge agreements, financing statements and similar documents related to the DIP Documents or the DIP Transactions), (iii) the modification or amendment (whether prior to or subsequent to the date hereof) of any of the terms and conditions of the DIP Documents and/or any Additional DIP Documents, (iv) the payment of any consideration, (v) the payment of indemnities, fees, costs, expenses and taxes as any such Authorized Officer, in his or her sole discretion, may deem necessary, appropriate or advisable (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard) in order to effect the DIP Transactions, (vi) the creation and/or management of any other demand deposit or operating account relationships or other cash management services; and (vii) all acts of any such Authorized Officer taken pursuant to the authority granted herein, or having occurred prior to the date hereof in order to effect such transactions, are hereby approved, adopted, ratified and confirmed in all respects; and it is further

RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to file or to authorize the DIP Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of the Company that the DIP Agent deems necessary or appropriate to perfect any lien or security interest granted under the DIP Orders, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the DIP Agent may reasonably request to perfect the security interests of the DIP Agent under the DIP Orders; and it is further

RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the DIP Facility and all fees and expenses incurred by or on behalf of the Company in connection with the foregoing resolutions, in accordance with the terms of the DIP Documents, which shall in their sole judgment be necessary, proper, or advisable to perform any of the Company’s obligations under or in connection with the DIP Orders or any of the other DIP Documents and the transactions contemplated therein and to fully carry out the intent of the foregoing resolutions; and it is further

RESOLVED, that each Authorized Officer of the Company, any one of whom may take action without the joinder of any of the others, is hereby authorized, in the name and on behalf of the Company, to (a) prepare any amendments, waivers, consents, supplements, or other modifications under the DIP Documents and/or each Additional DIP Document to which the Company is a party as may be necessary, convenient, advisable, desirable or appropriate at any time from time to time, which amendments, waivers, consents or supplements may provide for modifications or relief under such agreements or documents and may require consent payments, fees or other amounts payable in connection therewith, and (b) execute and deliver such amendments, waivers, consents, supplements, or other modifications under such agreements or documents as such Authorized Officer shall deem to be necessary, convenient, advisable, desirable or appropriate, such execution and delivery by such Authorized Officer to be conclusive evidence of his or her determination and approval of the necessity, appropriateness or advisability thereof; and it is further

RESOLVED, that (a) the signature of any Authorized Officer of the Company to each DIP Document, and each Additional DIP Document and any amendments, waivers, consents, supplements, or other modifications to which the Company is a party shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such documents and (b) any person dealing with any Authorized Officer of the Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document or agreement, the same shall be valid and binding obligations of the Company enforceable in accordance with its terms.

General

RESOLVED, that any and all actions heretofore taken by any Authorized Officer or the Member in the name and on behalf of the Company, for itself or in its capacity as a Controlling Company, in furtherance of the purpose and intent of any or all of the foregoing resolutions be, and hereby are, ratified, confirmed, and approved in all respects; and it is further

RESOLVED, that this Written Consent shall serve in lieu of a special meeting of the Member and the undersigned hereby waives all requirements as to notice of a meeting; and it is further

RESOLVED, that this Written Consent may be executed in “.pdf”, facsimile or DocuSign, and in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member of DAVID'S BRIDAL, LLC as of the date first set forth above.

SOLE MEMBER:

DBI MIDCO, INC.

E-SIGNED by James Marcum
on 2023-04-16 09:27:16 EDT

By: _____

Name: James Marcum

Title: Chief Executive Officer